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September 20, 2001

Magalie R. Salas, Esq.  
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Office of the Secretary  
The Portals  
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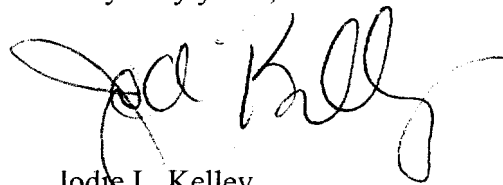
Re: CC Docket No. 00-218

Dear Ms. Salas:

Enclosed for filing please find an original and four copies of the parties' "Revised Joint Decision Point Lists." Eight copies are being submitted simultaneously to the Arbitrator. Also enclosed is an extra copy to be file-stamped and returned.

If you have any questions, please do not hesitate to call me at 202-639-6058. Thank you very much for your assistance with this matter.

Very truly yours,



Jodie L. Kelley

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**REVISED JOINT DECISION POINT LIST VIII (9/18/01)**  
(BUSINESS PROCESS REQUIREMENTS)

*WorldCom, Cox, AT&T ads. Verizon*  
(Docket Nos. 00-218, 00-249, and 00-251)

ISSUE NUMBERING KEY:

Category I: (1) unique to Cox or common to (2) Cox and **WorldCom**, (3) Cox and AT&T, or (4) all Petitioners  
Category II: common to **WorldCom** and AT&T (pricing/costing)  
Category III: common to **WorldCom** and AT&T (non-pricing/non-cost)  
Category IV: unique to WorldCom  
Category V: unique to AT&T  
Category VI: Verizon supplemental issues with WorldCom  
Category VII: Verizon supplement issues with AT&T

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KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY:

**WorldCom** (bold)  
Cox (underline text)  
*AT&T* (italic)

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
<b>Business Process Requirements</b>					
I-8	<p>May Verizon monitor <b>WorldCom's</b> access to and use of customer proprietary network information made available to <b>WorldCom</b>?</p> <p><i>Verizon may not monitor or audit <u>Cox's</u> access to and use of customer proprietary network information made available to Cox through the interconnection agreement.</i></p> <p><i>See also Issue IV-97 below.</i></p>	<p><b>WorldCom</b> rejects Verizon's proposed language.</p> <p><u>[Cox proposes to delete Verizon's proposed paragraph 18.4.4]</u></p> <p>-----</p> <p><u>[Cox proposes to delete Verizon's proposed paragraphs 1.6.5.1-1.6.5.3 in Schedule 11.7 OSS.]</u></p>	<p>Verizon should not be given a sweeping right to monitor <b>WorldCom's</b> access to and use of CPNI. Allowing Verizon to monitor CPNI usage carries a serious risk of abuse because it would give Verizon access to sensitive information regarding <b>WorldCom's</b> marketing activities and contact with potential subscribers. See Direct Testimony of Sherry Lichtenberg at 2-5 (filed July 31, 2001) ("7/31 Lichtenberg Direct"); Rebuttal Testimony of Sherry Lichtenberg at 2-5 (filed Aug. 17, 2001) ("8/17 Lichtenberg Rebuttal").</p>	<p><b>WorldCom: Additional Services Attachment §§ 8.1.4 and 8.5</b></p> <p><b>8.1.4 Verizon OSS Information:</b> Any information accessed by, or disclosed or provided to, <b>**CLEC</b> through or as a part of Verizon OSS Services. The term "Verizon OSS Information" includes, but is not limited to: (a) any Customer Information related to a Verizon Customer or a <b>**CLEC</b> Customer accessed by, or disclosed or provided to, <b>**CLEC</b> through or as a part of Verizon OSS Services; and, (b) any <b>**CLEC</b> Usage</p>	<p>Verizon VA has a statutory duty to protect the CPNI entrusted to it by its customers. Verizon VA also has an obligation to, and an interest in, protecting the system integrity of its OSS. Verizon VA has offered language that allows it to satisfy these concerns without any undue intrusion on the rights of the CLECs.</p> <p>Verizon VA monitors volume of use, not the content of any particular search. Verizon VA does so for two reasons. First, excessive volumes of use may indicate, for example, the improper use of robots and/or the unauthorized</p>

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			<p>WorldCom's ability to access CPNI is limited; and WorldCom's systems do not allow the type of surfing that Verizon purportedly fears. <u>See</u> 7/31 Lichtenberg Direct at 3, 5.</p> <p>Nothing in the Act gives Verizon the right to monitor a CLEC's access to and use of CPNI; the Commission and the VSCC are the appropriate authorities to monitor and enforce CPNI protections. <u>See id</u> at 6; 8/17 Lichtenberg Rebuttal at 3.</p> <p>The parties' auditing rights provide sufficient protection from potential misuse of CPNI. <u>See</u> 7/31 Lichtenberg Direct at 5; 8/17 Lichtenberg Rebuttal at 2-3.</p> <p><u>POSITION:</u></p> <ul style="list-style-type: none"> <li>• <u>The Commission and the Virginia State Corporation Commission are the appropriate authorities to monitor and enforce CPNI protections, and Verizon may not substitute itself for those entities and act as Cox's regulator. Cox Petition at 19; Collins Direct Testimony at 29; Collins Rebuttal Testimony at 43, 45.</u></li> <li>• <u>Verizon is not legally obligated to monitor CPNI usage by CLECs. Collins Rebuttal Testimony at 43.</u></li> </ul>	<p>Information (as defined in Section 8.1.6 below) accessed by, or disclosed or provided to, **CLEC.</p> <p>8.5 Verizon OSS Information. 8.5.1 Subject to the provisions of this Section 8 and Applicable Law, Verizon grants to **CLEC a non-exclusive license to use Verizon OSS Information. 8.5.2 All Verizon OSS Information shall at all times remain the property of Verizon. Except as expressly stated in this Section 8, **CLEC shall acquire no rights in or to any Verizon OSS Information. 8.5.2.1 The provisions of this Section 8.5.2 shall apply to all Verizon OSS Information, except (a) **CLEC Usage Information, (b) CPNI of **CLEC, and (c) CPNI of a Verizon Customer or a **CLEC Customer, to the extent the Customer has authorized **CLEC to use the Customer Information. 8.5.2.2 Verizon OSS Information may be accessed and used by **CLEC only to provide Telecommunications Services to **CLEC Customers. 8.5.2.3 **CLEC shall treat Verizon OSS Information that is designated by Verizon, through written or electronic notice (including, but not limited to, through the Verizon OSS Services), as "Confidential" or "Proprietary"</p>	<p>"trolling" for CPNI in the hopes of gaining an unfair competitive advantage. Second, Verizon VA monitors the volume of OSS use to ensure that Verizon VA maintains the necessary systems capacity to accommodate the legitimate use of all CLECs.</p> <p><u>See</u> Direct and Rebuttal Testimony of Maryellen Langstine on Business Process, dated July 31 and August 17, 2001.</p>

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			<ul style="list-style-type: none"> <li>• Cox is bound by both Section 222 of the Act and the agreed terms of its <u>current interconnection agreement with Verizon to protect the confidentiality of CPNI</u>; therefore, Cox and not Verizon would be liable for penalties under federal law for violating such confidentiality. Cox Petition at 19; Collins Direct Testimony at 29; Collins Rebuttal Testimony at 43.</li> <li>• Additionally, Cox has undertaken to indemnify Verizon for any loss that it may incur due to Cox's failure to protect such information. Cox Petition at 19; Collins Direct Testimony at 30.</li> <li>• Verizon is unable to explain why the indemnification process would be an inadequate remedy for any legal controversy over Cox's behavior in the unlikely event that Verizon is held accountable for Cox's actions. Cox Petition at 19; Collins Direct Testimony at 30.</li> <li>• Verizon's proposal would give it the ability not just to monitor whether Cox uses CPNI properly, but also to determine how Cox uses CPNI for all purposes, which could put Cox at a competitive disadvantage. Collins Direct Testimony at 29; Collins Rebuttal Testimony at 44.</li> <li>• There is no basis for Verizon's</li> </ul>	<p>as Confidential Information of Verizon pursuant to Section 10 of the Agreement.</p> <p>8.5.2.4 Except as expressly stated in this Section 8, this Agreement does not grant to **CLEC any right or license to grant sublicenses to other persons, or permission to other persons (except **CLEC's employees, agents or contractors, in accordance with Section 8.5.2.5 below, to access, use or disclose Verizon OSS Information.</p> <p>8.5.2.5 **CLEC's employees, agents and contractors may access, use and disclose Verizon OSS Information only to the extent necessary for **CLEC's access to, and use and disclosure of, Verizon OSS Information permitted by this Section 8. Any access to, or use or disclosure of, Verizon OSS Information by **CLEC's employees, agents or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, Section 10 of the Agreement and Section 8.5.23 above.</p> <p>8.5.2.6 **CLEC's license to use Verizon OSS Information shall expire upon the earliest of: (a) the time when the Verizon OSS Information is no longer needed by **CLEC to provide Telecommunications Services to **CLEC Customers; (b) termination of the license in</p>	

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			<p><u>expressed concerns because it has not shown that there have been any complaints concerning Cox's use of CPNI. Collins Direct Testimony at 30.</u></p> <ul style="list-style-type: none"> <li>• <u>Verizon's proposed language provides only for after-the-fact remedies and therefore would not prevent abuse. Collins Direct Testimony at 30.</u></li> <li>• <u>Monitoring OSS usage is not the only way to prevent abuse of CPNI. Collins Rebuttal Testimony at 42.</u></li> <li>• <u>Monitoring of an individual carrier's use of OSS is not necessary to or useful in determining OSS capacity requirements. Collins Rebuttal Testimony at 42.</u></li> <li>• <u>The type of monitoring described in Verizon's testimony will not detect CPNI violations. Collins Rebuttal Testimony at 43-44.</u></li> <li>• <u>Verizon's proposed language contains no standards for its monitoring activity, which means that Verizon would be permitted to monitor whenever or whatever it wanted. Collins Rebuttal Testimony at 44-45.</u></li> </ul> <p><u>DISPUTED ISSUES OF FACT:</u></p> <p><u>All facts asserted in Cox's Petition and in the Direct and Rebuttal Testimony of</u></p>	<p>accordance with this Section 8; or (c) expiration or termination of the Agreement.</p> <p>8.5.2.7 All Verizon OSS Information received by **CLEC shall be destroyed or returned by **CLEC to Verizon, upon expiration, suspension or termination of the license to use such Verizon OSS Information.</p> <p>8.5.3 Unless sooner terminated or suspended in accordance with the Agreement or this Section 8 (including, but not limited to, Section 2.2 of the Agreement and Section 8.6.1 below), **CLEC's access to Verizon OSS Information through Verizon OSS Services shall terminate upon the expiration or termination of the Agreement.</p> <p>8.5.3.1 Verizon shall have the right (but not the obligation) to audit **CLEC to ascertain whether **CLEC is complying with the requirements of Applicable Law and this Agreement with regard to **CLEC's access to, and use and disclosure of, Verizon OSS Information.</p> <p>8.5.3.2 Without in any way limiting any other rights Verizon may have under the Agreement or Applicable Law, Verizon shall have the right (but not the obligation) to monitor **CLEC's access to and use of Verizon OSS Information which is made available by Verizon</p>	

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			<p>Cox's witness, Dr. Francis Collins, that are not listed below as admissions are deemed by Cox to be disputed.</p> <p><u>ADMISSIONS PURSUANT TO ARBITRATION PROCEDURES NOTICE:</u></p> <p><u>Pursuant to the Arbitration Procedures Notice, Procedures Established for Arbitration of Interconnection Agreements Between Verizon and AT&amp;T, Cox, and WorldCom, Public Notice, DA 01-270 (rel. Feb. 1, 2001), the following assertions made in Cox's Petition or in the Direct Testimony of Cox's witness, Dr. Collins, and not specifically denied in Verizon's Answer or in the testimony of Verizon's witnesses are deemed admitted:</u></p> <ul style="list-style-type: none"> <li>• There have been no complaints of CPNI abuse by Cox.</li> <li>• Verizon's proposed monitoring does not include any mechanism to prevent a CLEC from violating CPNI requirements.</li> </ul>	<p>to **CLEC pursuant to this Agreement, to ascertain whether **CLEC is complying with the requirements of Applicable Law and this Agreement, with regard to **CLEC's access to, and use and disclosure of, such Verizon OSS Information. The foregoing right shall include, but not be limited to, the right (but not the obligation) to electronically monitor **CLEC's access to and use of Verizon OSS Information which is made available by Verizon to **CLEC through Verizon OSS Facilities.</p> <p>8.5.3.3 Information obtained by Verizon pursuant to this Section 8.5.3.3 shall be treated by Verizon as Confidential Information of **CLEC pursuant to Section 28.4 of the Agreement; provided that, Verizon shall have the right (but not the obligation) to use and disclose information obtained by Verizon pursuant to this Section 1.5.5 to enforce Verizon's rights under the Agreement or Applicable Law.</p> <p>18.4.4 BA shall have the right to monitor and/or audit Cox's access to and use and/or disclosure of Customer Proprietary Network Information that is made available by BA to Cox pursuant to this Agreement to ascertain whether Cox is complying with the requirements of</p>	<p>Verizon has neither stipulated to nor admitted the factual allegations set forth by Cox under the heading "Admissions Pursuant to Arbitration Procedures."</p>

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				<p><u>Applicable Law and this Agreement with regard to such access, use, and/or disclosure. To the extent permitted by Applicable Law, the foregoing right shall include, but not be limited to, the right to electronically monitor Cox's access to and use of Customer Proprietary Network Information that is made available by BA to Cox pursuant to this Agreement.</u></p> <p>Schedule 11.7:</p> <p><u>1.6.5.1 Without in any way limiting subsection 18.4 of the Agreement, BA shall have the right (but not the obligation) to audit Cox to ascertain whether Cox is complying with the requirements of Applicable Law and this Agreement with regard to Cox's access to, and use and disclosure of, BA OSS Information.</u></p> <p><u>1.6.5.2 Without in any way limiting any other rights BA may have under the Agreement or Applicable Law, BA shall have the right (but not the obligation) to monitor Cox's access to and use of BA OSS Information which is made available by BA to Cox pursuant to this Agreement, to ascertain whether Cox is complying with the requirements of Applicable Law and this Agreement, with regard to Cox's access to, and use and disclosure of, such BA OSS Information. The foregoing right</u></p>	

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				<p><u>shall include, but not be limited to, the right (but not the obligation) to electronically monitor Cox's access to and use of BA OSS Information which is made available by BA to Cox through BA OSS Facilities.</u></p> <p><u>1.6.5.3 Information obtained by BA pursuant to this Section 1.6.5 shall be treated by BA as Confidential Information of Cox pursuant to subsection 28.4 of the Agreement; provided that, BA shall have the right (but not the obligation) to use and disclose information obtained by BA pursuant to this Section 1.6.5 to enforce BA's rights under the Agreement or Applicable Law.</u></p>	
IV-97	<p>Should the Interconnection Agreement contain a provision governing the parties' responsibilities with respect to confidential information? Specifically, should the Interconnection Agreement contain a provision that (1) defines the term confidential information; (2) specifies a method for identifying and designating confidential information; (3) states the obligations imposed upon the recipient of confidential information under the Interconnection Agreement; (4) provides for limited disclosure to third parties in certain circumstances; (5) limits reproduction of confidential information; (6) sets</p>	<p>Partially resolved by inclusion of WorldCom's proposed Part A, Sections 10.1, 10.1.1-10.1.2, 10.2, 10.2.1-10.2.3, 10.3, 10.3.1-10.3.2, 10.4-10.6, 10.7, 10.7.1-10.7.5, 10.8-10.13.</p> <p>WorldCom opposes Verizon's requested inclusion of section permitting monitoring of CPNI access and use.</p>	<p>The Interconnection Agreement should have a provision that addresses and governs the parties' responsibilities to respect each other's confidentiality of information obtained during the performance of the Agreement.</p> <p>Verizon asserts that no resolution has been reached on this issue. It will not accept WorldCom's proposed language without a sentence that addresses Verizon's right to monitor WorldCom's access to and use of CPNI on Verizon's customers. Part A, Section 22.14 of the current agreement between the parties contains this language, and Verizon asserts that it will only agree to WorldCom's proposal if that exact language is included in the new</p>	<p><i>See Issue I-8.</i></p>	<p><i>See Issue I-8.</i></p>

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	<p>forth procedures for return of confidential information, loss of such information, and unauthorized disclosure; (7) provides certain exceptions from the confidentiality obligations imposed by the provision in the case, for example, of information publicly available or legally compelled disclosure; (8) provides for survival of confidentiality obligations following expiration, cancellation or termination; (9) makes clear that disclosure to a Party does not affect property rights in the information; (10) provides for equitable relief, including injunctive relief and specific performance, for a breach of confidentiality; (11) makes clear that it provides additional confidentiality protections to those existing under Applicable Law; (12) sets forth obligations with respect to access, use, or disclosure of Customer Proprietary Network Information (CPNI) or other customer information; and (13) makes clear that it does not limit the rights of either Party with respect to its own subscriber information?</p> <p><i>See also I-8 above</i></p>		<p>interconnection agreement. Verizon explains that it is concerned that competing carriers might "surf" Verizon's customer information database without authorization and obtain information that will assist the competing carrier to market to Verizon's customers and violate "customers' rights to privacy and the statutory prohibition on using carrier information for marketing."</p> <p>Verizon has failed to account for the mediation session and subsequent discussions between the parties on this issue. In mediation, Verizon agreed to the inclusion of all language proposed by WorldCom on this issue (Section 10 et seq.). Further, the parties agreed that the only remaining question was of CPNI monitoring and that this was already being addressed under Issue I-8. This was last confirmed by email between the parties on August 16, 2001. (See Rebuttal Testimony of Sherry Lichtenberg, dated September 5, 2001 at 10-13; Rebuttal Testimony of John Trofimuk, Matt Harthun and Lisa Roscoe, dated September 5, 2001 at 23-24).</p>		
III-16	<b>Should the Interconnection Agreement address transfer of service announcements for when a subscriber changes service to another carrier and does not retain their prior telephone</b>	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>

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	<p>number?</p> <p><i>Referral Announcements. When a customer chooses AT&amp;T as a local service provider, but does not retain its original telephone number, should Verizon, at AT&amp;T's request, provide a referral announcement on the abandoned number that provides the same level of information and capabilities that Verizon provides to its own customers?</i></p>				
IV-47	Should the Interconnection Agreement contain provisions setting forth the terms and conditions that apply to the parties' contact with each other's subscribers?	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>
IV-48	Should the Interconnection Agreement contain provisions requiring the parties to use escalation and work center interface procedures and subscriber contact information that will govern the parties' interactions with each other?	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>
IV-49	Should the Interconnection Agreement contain a provision requiring Verizon to notify WorldCom of any proposed changes to Verizon's retail service offerings?	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>
IV-50	Should the Interconnection Agreement contain provisions setting forth requirements on the parties regarding Essential Services and Deaf and Disabled Services?	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>
IV-51	Should the Interconnection Agreement require that the	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>

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	application-to-application OSS interfaces deployed by Verizon to comply with industry standards?				
IV-52	Should the Interconnection Agreement contain provisions setting forth change management and control procedures?	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>
IV-53	Should the Interconnection Agreement contain a provision requiring Verizon to provide preordering, ordering, and provisioning business support to WorldCom at parity with what Verizon provides to itself?	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>
IV-54	Should the Interconnection Agreement contain provisions setting forth requirements for Verizon to maintain a Help Desk/Single Point of Contact ("SPOC")?	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>
IV-55	Should the Interconnection Agreement contain a provision requiring Verizon to support all pre-ordering, ordering and provisioning order types and functions as required by OBF guidelines and business rule and as they exist on the Effective Date of this Agreement?	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>
IV-56	Should the Interconnection Agreement contain provisions requiring Verizon to participate in the National Consumers Telecommunications Data Exchange ("NCTDE") for exchange of information on subscribers' payment history?	Attachment VIII, Section 2.1.4. et seq. 2.1.4 Subscriber Payment History  2.1.4.1 Neither Party shall disconnect or refuse to migrate a customer, or to port a customer's telephone number(s), to the other Party on the basis of the customer's past payment history. Verizon will participate in NCTDE (National Consumers	Verizon should be required to participate in NCTDE, which is a database shared by multiple telecommunications companies, because NCTDE allows both ILECs and CLECs to quickly and easily share information regarding unpaid customer accounts. Access to that information is essential to allow carriers to assess credit risks of new subscribers. <u>See</u> Corrected Direct	Verizon VA and WorldCom agree to the following re-write of the first sentence of WorldCom's proposed § 2.1.4.1: "Neither Party shall (a) refuse to migrate a customer to service from the other Party (including porting a Customer's telephone number(s)), or (b) disconnect a Customer from service from the other Party (upon such	First, under the Act or any Commission Order, Verizon is not required to participate in the NCTDE. This matter is normally addressed in a Billing and Collection Agreement and is not an appropriate subject matter for inclusion in the interconnection agreement. Second, the NCTDE does not retain customer payment history. In fact, the NCTDE does not contain much of the

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		<p>Telecommunications Data Exchange), provide NCTDE with two years of historical information on UCAs (Unpaid Closed Accounts) for Verizon's local accounts, and report current UCA information, all in accordance with NCTDE timelines and other requirements. Verizon will make the following customer payment history available in accordance with NCTDE format to the same extent such information is available for Verizon's own use for each person or entity that applies for (i) local service; or (ii) intraLATA toll Telecommunications Service(s):</p> <p>2.1.4.1.1 Applicant's name;</p> <p>2.1.4.1.2 Applicant's address;</p> <p>2.1.4.1.3 Applicant's previous phone number, if any;</p> <p>2.1.4.1.4 Amount, if any, of unpaid balance in applicant's name;</p> <p>2.1.4.1.5 Whether applicant is delinquent on payments;</p> <p>2.1.4.1.6 Length of service with prior local or intraLATA toll provider;</p> <p>2.1.4.1.7 Whether applicant had local or intraLATA toll service terminated or suspended within the last six (6) months with an explanation of the reason therefor; and,</p> <p>2.1.4.1.8 Whether applicant was required by prior local or intraLATA toll provider to pay a deposit or make an advance payment, including the amount of each.</p> <p>2.1.4.2 Verizon will provide such information on the condition that</p>	<p>Testimony of Sherry Lichtenberg at 4-6 (filed Aug. 24, 2001) ("8/24 Lichtenberg Direct"); Rebuttal Testimony of Sherry Lichtenberg and Marjorie Daniels at 4-5 (filed Sep. 5, 2001) ("9/5 Lichtenberg-Daniels Rebuttal").</p> <p>The NCTDE database covers multiple states and will therefore benefit all telecommunications carriers that operate in a multi-state service territory. Although new entrants may currently have the greatest need for this information, incumbent carriers may also currently benefit from incentives that such listings provide to customers to pay balances on delinquent accounts, and may in the future benefit from receiving unpaid account information from other carriers as markets become more competitive. <u>See</u> 8/24 Lichtenberg Direct at 5-6; 9/5 Lichtenberg-Daniels Rebuttal at 6.</p> <p>Verizon possesses unpaid customer account information by virtue of its status as an incumbent carrier, and its refusal to share such information with new entrants is anti-competitive. <u>See</u> 9/5 Lichtenberg-Daniels Rebuttal at 5.</p> <p>NCTDE participation would save money and resources for all parties involved because one uniform system for sharing such information would be used throughout the Verizon footprint, rather than different systems for</p>	<p>migration), on the basis of such Customer owing amounts to the Party migrating the service to the other Party."</p> <p>Verizon VA opposes inclusion of the remaining portions of WorldCom's proposed Attachment VIII, Section 2.1.</p>	<p>information that WorldCom seeks access to through forcing Verizon VA to participate in the NCTDE, including delinquency information on current accounts or the length of time the customer had service with its prior local or intraLATA toll provider. Furthermore, because the Telecommunications Industry is constantly changing, Verizon should not be contractually bound to participating in an exchange which carries no assurance that it will exist for the duration of the parties' interconnection agreement. In addition, Verizon does not benefit from participation in the NCTDE and has terminated its membership in the former GTE territories. Finally, if the Commission agrees with Verizon that Verizon cannot and should not be forced to participate in the NCTDE, Verizon should not be required to provide WorldCom with its subscriber payment history for purposes of determining creditworthiness. Such an obligation could make Verizon subject to the Fair Credit Reporting Act, an absurd result unintended by Congress in passing the Act.</p>

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		NCTDE only make the information available to the carriers to which the person or entity in question has applied for Telecommunications Service(s).	different states. <u>See</u> 8/24 Lichtenberg Direct at 5.  If the Commission does not order NCTDE participation, WorldCom would accept language requiring Verizon to share the payment history portion of the customer service record. <u>See</u> 8/17 Lichtenberg Direct at 7.  Verizon's purported fear that providing such information would subject it to the Fair Credit Reporting Act is baseless. <u>See</u> 9/5 Lichtenberg-Daniels Rebuttal at 7.  WorldCom accepts Verizon's proposed language regarding migration of service. <u>See</u> <i>id.</i>		
IV-57	Should the Interconnection Agreement contain a provision requiring Verizon to provide WorldCom with the capability to order local service, intraLATA and interLATA service on behalf of WorldCom's subscriber on one single order according to OBF guidelines?	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>
IV-58	Should the Interconnection Agreement contain provisions setting forth requirements for Number Administration and Number Reservations?	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>
IV-59	Should Verizon be required to provide WorldCom with electronic copies of their Universal Service	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>

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	Order Codes ("USOCs"), their corresponding alpha-numeric descriptions, and Feature Identifications ("FIDs")?				
IV-60	Should the Interconnection Agreement require Verizon to provide blocking services at the request of WorldCom?	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>
IV-61	Should the Interconnection Agreement contain provisions regarding compliance with Ordering Billing Forum ("OBF") guidelines and processes to follow to obtain Verizon's business rules and processes?	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>
IV-62	Should the Interconnection Agreement contain provisions protecting WorldCom's subscribers from premature disconnects when their service is changed from Verizon to WorldCom and preventing a party from requiring a "disconnect" order before allowing a subscriber to change service?	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>
IV-63	Should the Interconnection Agreement contain provisions setting forth the coordinated cut-over process?	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>
IV-64	Should the Interconnection Agreement contain provisions allowing WorldCom as the purchaser of services to request a due date for provision of service by Verizon that is within agree to intervals and to request and pay for expedited service on a reasonable basis?	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>
IV-65	Should the Interconnection	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>

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Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
	Agreement contain provisions regarding subscriber premises inspections?				
IV-66	Should the Interconnection Agreement contain provisions regarding Firm Order Confirmations ("FOCs")?	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>
IV-67	Should Verizon be required to provide detailed explanations for both manual and automated order rejections?	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>
IV-68	Should the Interconnection Agreement contain provisions regarding Service Order Changes?	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>
IV-69	Should Verizon be required to provide the reason why orders cannot be completed on time, and coordinate a new date for completion when order due dates are changed?	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>
IV-70	Should the Interconnection Agreement require loss notification notices and provisioning and billing completion notices to be sent by Verizon?	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>
IV-71	Should the Interconnection Agreement contain provisions regarding ordering Network Elements individually and in Technically Feasible Combinations?	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>
IV-72	Should the Interconnection Agreement set forth the requirements for application-to-application OSS interfaces that will be used by the parties?	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>
IV-73	Should the Interconnection Agreement set forth the requirements for ordering and provisioning for	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>

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Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
	resale services and network elements?				
IV-74	Should the Interconnection Agreement set forth the requirements for interim and standard billing, and collocation billing arrangements between the parties?	<p>3.1.2 Standard Billing</p> <p>3.1.2.1 The providing Party will bill services in accordance with this Section [3] and at the rates set forth in Attachment I. The providing Party will use commercially reasonable efforts to provide accurate and auditable electronic bills and to format its electronic bills in accordance with national industry standard specifications, as appropriate. These electronic bills will be designated as the "Bill of Record" and will include a separate and unique billing code for, and the quantity of, each type of service purchased by the purchasing Party. The providing Party will jurisdictionally identify the charges on these bills wherever it has the information necessary to do so. Wherever the providing Party is unable to identify the jurisdiction of the service purchased by the purchasing Party, the Parties will jointly develop a process to determine the appropriate jurisdiction.</p> <p>3.1.2.2 The providing Party will bill the purchasing Party on a monthly basis under this Agreement. These monthly bills will include all appropriate charges, credits and adjustments for the services that were ordered, established, utilized, discontinued or performed during the</p>	<p>Because this is an agreement for the purchase of services, it is vital that the agreement set forth terms and conditions surrounding the billing for those services. <u>See</u> 8/24 Lichtenberg Direct at 14.</p> <p>Electronic billing should be provided in BOS-BDT format, and the electronic bills should be the bill of record. Paper bills are unwieldy and virtually impossible to review and process, let alone audit. Designating electronic bills as the bill of record is necessary to ensure that Verizon complies with industry standards and provides accurate electronic bills. <u>See id.</u> at 15-16; 9/5 Lichtenberg Rebuttal at 3.</p> <p>Verizon's proposed contract language does not address WorldCom's concerns about electronic billing or bills of record. <u>See id.</u></p> <p>In addition, WorldCom cannot rely on information published on Verizon's website because such terms are subject to unilateral change and are not generated through a collaborative process. <u>See</u> 8/24 Lichtenberg Direct at 17; 9/5 Lichtenberg Rebuttal at 4.</p>	<p>3.1.2 Standard Billing</p> <p>3.1.2.1 The providing Party will bill services in accordance with this Section [3] and at the rates set forth in Attachment I. The providing Party will use commercially reasonable efforts to provide accurate and auditable electronic bills and to format its electronic bills in accordance with national industry standard specifications, as appropriate. These electronic bills, where available, will be designated as the "Bill of Record" and will include a separate and unique billing code for, and the quantity of, each type of service purchased by the purchasing Party. Where the providing Party is unable to provide an electronic bill, the paper bill will be the "Bill of Record". The providing Party will jurisdictionally identify the charges on these bills wherever it has the information necessary to do so. Wherever the providing Party is unable to identify the jurisdiction of the service purchased by the purchasing Party, the Parties will jointly develop a process to determine the appropriate jurisdiction.</p> <p>3.1.2.2 The providing Party will bill the purchasing Party on a monthly basis under this Agreement. These monthly bills will include all appropriate charges, credits and</p>	<p>As a general proposition, Verizon VA simply cannot negotiate unique billing practices with each CLEC. Trying to do so would create an unmanageable situation for Verizon VA and would, inevitably, lead to confusion and breakdown adversely affecting all CLECs. A uniform set of billing procedures, open to discussion and evolution via the Change Management Process, is in everyone's best interests.</p> <p>If, however, the Commission determines that Verizon VA must negotiate specific billing procedures with WorldCom, Verizon VA has proposed the revised version of WorldCom's proposed § 3.1 quoted at left.</p> <p><u>See</u> Direct Testimony on Business Process Mediation Issues, dated August 17, 2001 at pp. 8-9; and Rebuttal Testimony on Business Process Mediation Issues, dated September 5, 2001 at pp. 7-12.</p>

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		<p>relevant billing period.</p> <p>3.1.2.3 The providing Party and the purchasing Party will use reasonable commercial efforts to establish the same monthly billing date ("Bill Date") for each purchasing Party account within the state. The providing Party will include the Bill Date on each invoice transmitted to the purchasing Party. The providing Party will transmit all invoices within ten (10) calendar days after the Bill Date. Any invoice transmitted on a Saturday, Sunday or a day designated as a holiday by the Parties' bill processing departments will be deemed transmitted on the next business day. Except as otherwise provided in this Agreement, payment of amounts billed for Services provided under this Agreement, whether billed on a monthly basis or as otherwise provided in this Agreement, shall be due, in immediately available U.S. funds, thirty (30) calendar days after the date on which the bill is Loaded and/or received by the purchasing party (the "payment due date"). If the providing Party fails to transmit an invoice within the time period specified above, the payment due date for that invoice will be extended by the number of days it is late.</p> <p>3.1.2.4 The providing Party will use</p>		<p>adjustments for the services that were ordered, established, utilized, discontinued or performed during the relevant billing period. The relevant billing period and whether services are billed in arrears or in advance shall be based upon the type of service, in accordance with any applicable tariff or, in the absence of a tariff, in accordance with the interconnection agreement.</p> <p>3.1.2.3 The providing Party and the purchasing Party will use reasonable commercial efforts to establish the same monthly billing date ("Bill Date") for each purchasing Party account within the state. The providing Party will include the Bill Date on each invoice transmitted to the purchasing Party. Unless otherwise provided in the applicable tariff, the payment due date (as described in this Attachment) shall be thirty (30) calendar days after the Bill Date. The providing Party will transmit all invoices within ten (10) calendar business days after the Bill Date. Any invoice transmitted on a Saturday, Sunday or a day designated as a holiday by the Parties' bill processing departments will be deemed transmitted on the next business day. If the providing Party fails to transmit an invoice within the time period specified above, the payment due date for that invoice will be extended by the number of days it is late.</p>	

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		<p>the same account identification numbers each month, unless it provides the purchasing Party with ten (10) days advance written notice of any change. If either Party requests an additional copy(ies) of a bill, such Party shall pay the other Party a reasonable fee per additional bill copy, unless such copy was requested due to an error or omission of the providing Party.</p> <p>3.1.2.5 Except as otherwise specified in this Agreement, each Party shall be responsible for (i) all costs and expenses it incurs in complying with its obligations under this Agreement; and (ii) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement.</p> <p>3.1.2.6 The providing Party and purchasing Party will identify a contact person for the handling of any questions or problems that may arise during the implementation and performance of the terms and conditions of this Attachment.</p> <p>3.1.4 Collocation 3.1.4.1 Verizon agrees to issue a separate bill to MCIm for any Collocation capital expenditures (e.g., costs associated with building the</p>		<p>3.1.2.4 The providing Party will use the same account identification numbers each month, unless it provides the purchasing Party with ten (10) days advance written notice of any change. If either Party requests an additional copy(ies) of a bill, such Party shall pay the other Party a reasonable fee per additional bill copy, unless such copy was requested due to an error or omission of the providing Party.</p> <p>3.1.2.5 Except as otherwise specified in this Agreement, each Party shall be responsible for (i) all costs and expenses it incurs in complying with its obligations under this Agreement; and (ii) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement.</p> <p>3.1.2.6 The providing Party and purchasing Party will identify a contact person for the handling of any questions or problems that may arise during the implementation and performance of the terms and conditions of this Attachment.</p> <p>3.1.4 Collocation 3.1.4.1 Verizon agrees to issue a separate bill identify to MCIm for any Collocation capital expenditures (e.g., defined as nonrecurring costs associated with building the "cage")</p>	

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		"cage") incurred under this Agreement. Verizon will send these separate bills for Collocation capital expenses to the location specified by MCIm. Verizon will bill all other non-capital recurring Collocation rates to MCIm in accordance with this Section [3].		incurred under this Agreement. Verizon will send these separate bills for identify the Collocation capital expenses to the location specified by MCIm in the OCC section of the Collocation bill with specific USOCs. Verizon will bill all other non-capital recurring Collocation rates to MCIm in accordance with this Section [3].	
IV-75	Should the interconnection agreement include provisions regarding payment of access charges under interim number portability arrangements?	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>
IV-76	Should the Interconnection Agreement set forth the requirements for billing format, manner of payment, billing disputes, and billing formats?	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>
IV-77	Should the Interconnection Agreement contain terms and conditions for Verizon's provision of Recorded Usage Data ("RUD") to WorldCom in connection with the provision to WorldCom of Verizon's switch-based services?	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>
IV-78	Should the Interconnection Agreement contain provisions regarding the terms and conditions surrounding repair, maintenance, testing and surveillance for services purchased under the agreement?	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>
IV-79	Should the Interconnection Agreement contain provisions regarding 911 and E911 requirements?	Attachment VIII, Sections 6.1.1 et seq. and 6.1.2 et seq.  6.1.1 Basic 911 and E911 General Requirements	It was WorldCom's understanding that the parties had substantially narrowed their dispute regarding the majority of the terms related to 911, and that the remaining dispute concerned data	WorldCom: 911 Attachment  911 ATTACHMENT 1. 911/E-911 Arrangements [THE FOLLOWING PARAGRAPH	Verizon VA understands that WorldCom has accepted the 911 Attachment proposed by Verizon VA, subject only to resolution of the PSAP issue.

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	See also Issue IV-7 below	<p>Basic 911 and E911 provides a caller access to the appropriate emergency service bureau by dialing a 3-digit universal telephone number (911). Basic 911 and E911 shall be provided to MCIIm in accordance with Sections 6.1.1 and 6.1.2 below. Notwithstanding the indemnification provisions set forth in Part A of this Agreement, Verizon's liability for indemnification resulting from third-party claims in connection with the provision of such 911 and E911 Services shall be subject to the liability limitations contained in Verizon's applicable 911 Tariffs.</p> <p>6.1.1.1 E911 shall provide additional routing flexibility for 911 calls. E911 shall use subscriber data, contained in the 911 database system, to determine to which PSAP to route the call.</p> <p>6.1.1.2 If available, Verizon shall offer a third type of 911 Service, 911 using SS7 (S911). All requirements for E911 as set forth herein shall also apply to S911 with the exception of the type of signaling used on the interconnection trunks from the local Switch to the S911 tandem.</p> <p>6.1.1.3 Basic 911 and E911 functions provided to MCIIm shall be at least at the same level Verizon provides to its subscribers for such functionality.</p>	<p>related to the Public Safety Answering Point ("PSAP"). Verizon should not be allowed to ignore those negotiations and return to its initial position. See Direct Testimony of Ariel W. Sigua at 3 (filed Aug. 17, 2001) ("8/17 Sigua Direct"); Rebuttal Testimony of Ariel W. Sigua at 7-8 (filed Sep. 5, 2001) ("9/5 Sigua Rebuttal").</p> <p>With regard to PSAP, WorldCom desires the ten digit alternate number to which 911 calls should be routed in the event that there are problems with the 911 network, e.g., if a trunk is down. Access to those numbers is a public safety issue, and obtaining the numbers directly from Verizon is the easiest and most efficient means of obtaining them. Obtaining numbers from the PSAP could yield inaccurate numbers and carriers a much higher risk of error. See 8/17 Sigua Direct at 3-6; 9/5 Sigua Rebuttal at 8-9. WorldCom has experienced real-world problems when it has not had access to this information. See 8/17 Sigua Direct at 5-6.</p> <p>Although Verizon suggests that it might have liability for providing an alternate number, there are strong public safety reasons for it to do so, and presumably greater liability would result from withholding the number and thereby preventing completion of an emergency call. See 9/5 Sigua Rebuttal at 10-11.</p> <p>More generally, WorldCom's language</p>	<p>IS FOR ALL STATES EXCEPT NJ] 1.1 **CLEC may, at its option, interconnect to the Verizon 911/E-911 Selective Router or 911 Tandem Offices, as appropriate, that serve the areas in which **CLEC provides Telephone Exchange Services, for the provision of 911/E-911 services and for access to all subtending Public Safety Answering Points ("PSAP"). In such situations, Verizon will provide **CLEC with the appropriate CLI codes and specifications of the Tandem Office serving area. In areas where E-911 is not available, **CLEC and Verizon will negotiate arrangements to connect **CLEC to the 911 service in accordance with applicable state law. [THE FOLLOWING PARAGRAPH IS FOR NJ ONLY:] Where this subsection 1.1 or other portions of this Agreement refer to or describe 911/E-911 functions, services, or facilities as Verizon functions, services, or facilities, the Parties agree that, in New Jersey, some such functions, services, and facilities are provided, owned and controlled not by Verizon but by the State of New Jersey, and **CLEC will look to the State of New Jersey, and not Verizon, and make arrangements with the State of New Jersey, and not Verizon, for the provision of such functions, services, and facilities. Verizon will cooperate with **CLEC in identifying all such</p>	<p>With regard to that issue, while asking Verizon may be the easiest way for WorldCom to obtain the 10 digit PSAP numbers, it is not the most efficient or accurate way to determine the PSAP's Alternate Routing Scheme ("ARS"). Nor is the provision of these numbers by Verizon VA to other CLECs authorized by the E-9-1-1 governing bodies of certain states.</p> <p>See Direct Testimony on Business Process Mediation Issues, dated August 17, 2001 at pp. 9-10; and Rebuttal Testimony on Business Process Mediation Issues, dated September 5, 2001 at pp. 12-15; Direct Testimony on Network Architecture Mediation Issues, dated August 17, 2001 at pp. 18-21.</p>

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		<p>6.1.1.4 Basic 911 and E911 access shall be provided to MCI in accordance with the following:</p> <p>6.1.1.4.1 Verizon and MCI shall conform to all state regulations concerning emergency services.</p> <p>6.1.1.4.2 For E911, Verizon shall use its current process, as the same may be modified from time to time, to update and maintain subscriber information in the ALI/DMS data base.</p> <p>6.1.1.5 If a jurisdiction has planned for overflow, then Verizon shall provide for such overflow 911 traffic to be routed to Verizon Operator Services or, at MCI's discretion, directly to MCI Operator Services.</p> <p>6.1.1.6 Basic 911 and E911 access from the MCI local Switch shall be provided to MCI in accordance with the following:</p> <p>6.1.1.6.1 When ordered by MCI from Verizon, Verizon shall interconnect direct trunks from the MCI network to the 911 PSAP, or the E911 tandems as designated by MCI. Such trunks may alternatively be provided by MCI.</p> <p>6.1.1.6.2 In jurisdictions where Verizon has obligations under existing agreements as the primary provider of the 911 Service to a government</p>	<p>should be accepted because WorldCom has proposed comprehensive terms regarding provision of 911 service, and WorldCom's proposed language responds to the concerns that Verizon identified during negotiations and mediation. <u>See</u> 8/17 Sigua Direct at 3.</p>	<p>functions, services, and facilities that are provided, owned, or controlled by the State of New Jersey. Verizon will also cooperate with **CLEC in identifying the contact points and procedures Verizon believes will facilitate **CLEC's promptly securing such arrangements with the State of New Jersey as may be necessary for the effective provision of 911/E-911 service to Customers of **CLEC.</p> <p>1.2 Path and route diverse Interconnections for 911/E-911 shall be made at the **CLEC-IP, the Verizon-IP, or other points as necessary and mutually agreed, and as required by law or regulation.</p> <p>1.3 Within thirty (30) days of its receipt of a complete and accurate request from **CLEC, to include all required information and applicable forms, and to the extent authorized by the relevant federal, state, and local authorities, Verizon will provide **CLEC, where Verizon offers 911 service, with the following at a reasonable fee, if applicable:</p> <p>1.3.1 a file via electronic medium containing the Master Street Address Guide ("MSAG") for each county within the LATA(s) where **CLEC is providing, or represents to Verizon that it intends to provide within sixty (60) days of CLEC(s) request, local exchange service, which MSAG shall be updated as the need arises and a complete copy of which shall be</p>	

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		<p>agency, MCIm shall participate in the provision of the 911 Service as follows:</p> <p>6.1.1.6.2.1 Each Party shall be responsible for those portions of the 911 Service for which it has control, including any necessary maintenance to each Party's portion of the 911 Service.</p> <p>6.1.1.6.2.2 Verizon shall be responsible for maintaining the E911 database.</p> <p>6.1.1.6.3 If a third party is the primary service provider to a government agency, MCIm shall negotiate separately with such third party with regard to the provision of 911 Service to the agency. All relations between such third party and MCIm are independent of this Agreement and Verizon makes no representations on behalf of the third party.</p> <p>6.1.1.7 If available, Verizon shall provide to MCIm, upon request, the emergency public agency (e.g., police, fire, rescue, poison, and bomb) telephone numbers linked to all NPA NXXs for the states in which MCIm provides service.</p> <p>6.1.1.8 If available to Verizon and for those jurisdictions previously requested by MCIm, Verizon shall</p>		<p>made available on an annual basis. [The following sentence will be added for PA: A letter is required from the PSAP director before the release of the MSAG by Verizon to **CLEC];</p> <p>1.3.2 a list of the address and CLLI code of each 911/E-911 selective router or 911 Tandem office(s) in the area in which **CLEC plans to offer Telephone Exchange Service;</p> <p>1.3.3 a list of geographical areas, e.g., LATAs, counties or municipalities, with the associated 911 tandems, as applicable.</p> <p>1.3.4 a list of Verizon personnel who currently have responsibility for 911/E-911 requirements, including a list of escalation contacts should the primary contacts be unavailable.</p> <p>1.3.5 any special 911 trunking requirements for each 911/E-911 selective router or 911 Tandem Office, where available, and;</p> <p>1.3.6 prompt return of any **CLEC 911/E-911 data entry files containing errors, so that **CLEC may ensure the accuracy of the Customer records.</p> <p>2. Electronic Interface [THE FOLLOWING PARAGRAPH IS FOR ALL STATES EXCEPT NJ] **CLEC shall use, where available, the appropriate Verizon electronic interface, through which **CLEC shall input and provide a daily update of 911/E-911 database information</p>	

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		<p>transmit to MCIm as soon as practicable all changes, alterations, modifications, and updates to the emergency public agency telephone numbers linked to all NPA NXXs. This transmission shall be electronic and be a separate feed from the subscriber listing feed.</p> <p>6.1.1.9 The following are E911 database requirements:</p> <p>6.1.1.9.1 If Verizon possesses an MSAG and is not prohibited from providing it to MCIm, it shall provide copies of the MSAG within three (3) business days from the time requested. Copies shall be provided on diskette, magnetic tape, or in a format suitable for use with desktop computers. Updates to the MSAG thereafter will be provided on a monthly basis. In addition, Verizon shall provide to MCIm quarterly refreshes of the MSAG database in its entirety.</p> <p>6.1.1.9.2 MCIm shall be solely responsible for providing MCIm database records to Verizon for inclusion in Verizon's ALI database on a timely basis.</p> <p>6.1.1.9.3 Verizon and MCIm shall arrange for the automated input and periodic updating on a mediated access basis of the E911 database information related to MCIm end users to replace the manual data entry</p>		<p>related to appropriate **CLEC Customers. In those areas where an electronic interface is not available, **CLEC shall provide Verizon with all appropriate 911/E-911 information such as name, address, and telephone number via facsimile for Verizon's entry into the 911/E-911 database system. Any 911/E-911-related data exchanged between the Parties prior to the availability of an electronic interface shall conform to Verizon standards, whereas 911/E-911-related data exchanged electronically shall conform to the National Emergency Number Association standards ("NENA"). **CLEC may also use the electronic interface, where available, to query the 911/E-911 database to verify the accuracy of **CLEC Customer information.</p> <p>[THE FOLLOWING PARAGRAPH IS FOR NJ ONLY]</p> <p>CLEC shall use an electronic interface using an EDI system established by Verizon in New Jersey through which CLEC shall input and provide a daily update of 911/E911 database information related to appropriate CLEC Customers. Any 911/E911-related data exchanged between the Parties shall conform to the National Emergency Number Association standards. CLEC may also use the EDI system to query the 911/E911 database to verify the accuracy of CLEC Customer</p>	

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		<p>process currently used. Verizon shall work cooperatively with MCIm to ensure the accuracy of the data transfer by verifying it against the MSAG provided that MCIm shall be responsible for the accuracy of information it provides Verizon. The relevant governmental jurisdiction is responsible for accuracy of the MSAG, and Verizon shall have no responsibility for accuracy of the MSAG. As soon as Technically Feasible, Verizon shall accept electronically transmitted files or magnetic tape that conform to National Emergency Number Association ("NENA") Version #2 (or the currently existing version) format for MCIm subscribers.</p> <p>6.1.1.9.3.1 MCIm shall provide information on new subscribers to Verizon as part of the ordering process. Verizon shall update its database within two (2) business days of receiving the information from MCIm. If Verizon detects an error in the MCIm provided data, the data shall be returned to MCIm within one (1) business day after the error was detected by Verizon. MCIm shall respond to requests from Verizon to make corrections to database record errors by uploading corrected records within two (2) business days. Manual entry of the data by Verizon shall be allowed until an interface between the Parties is developed and deployed, and</p>		<p>information.</p> <p>3. 911 Interconnection Verizon and **CLEC will use commercially reasonable efforts to facilitate the prompt, robust, reliable and efficient interconnection of **CLEC systems to the 911/E-911 platforms and/or systems.</p> <p>4. 911 Facilities **CLEC shall be responsible for providing facilities from the **CLEC End Office to the 911 Tandem or selective router. **CLEC shall deploy diverse routing of 911 trunk pairs to the 911 tandem or selective router.</p> <p>5. Local Number Portability for use with 911 The Parties acknowledge that until Local Number Portability ("LNP") with full 911/E-911 compatibility is utilized for all ported telephone numbers, the use of Interim Number Portability ("INP") creates a special need to have the Automatic Location Identification ("ALI") screen reflect two numbers: the "old" number and the "new" number assigned by **CLEC. Therefore, for those ported telephone numbers using INP, **CLEC will provide the 911/E-911 database with both the forwarded number and the directory number, as well as all other required information including the appropriate address information for the customer for entry into the 911/E-911 database system. Further, **CLEC will outpulse the</p>	

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		<p>thereafter in the event such interface is not functioning properly. In the event of an E911 database failure, MCIIm subscriber E911 information review and entry shall be at Parity.</p> <p>6.1.1.9.4 MCIIm shall assign an E911 database coordinator charged with the responsibility of forwarding MCIIm end user ALI record information to Verizon or via a third-party entity charged with the responsibility of ALI record transfer. MCIIm assumes responsibility for the accuracy of the data that MCIIm provides to Verizon.</p> <p>6.1.1.9.5 Verizon agrees to treat all data on MCIIm subscribers provided under this Agreement as Confidential Information in accordance with the terms of Section [10] of Part A and to use data on MCIIm subscribers only as provided under this Agreement.</p> <p>6.1.1.9.6 Upon completion of NENA Telco Identification Code standards, Verizon shall use a Carrier Code (a NENA standard five-character field) on all ALI records received from MCIIm. The Carrier Code shall identify the carrier of record in LNP configurations. Prior to completion of the NENA standards, Verizon shall use the ACNA code obtained from Bellcore's carrier identification code assignments.</p> <p>6.1.1.9.7 Verizon shall identify which</p>		<p>telephone number to which the call has been forwarded (that is, the Customer's ANI) to the 911 Tandem office or selective router. **CLEC will include their NENA five character Company Identification ("COID") for inclusion in the ALI display.</p> <p>5.1 **CLEC is required to enter data into the 911/E-911 database under the NENA Standards for LNP. This includes, but is not limited to, using **CLEC's NENA COID to lock and unlock records and the posting of **CLEC's NENA COID to the ALI record where such locking and migrating feature for 911/E-911 records are available or as defined by local standards.</p> <p>6. PSAP Coordination Verizon and **CLEC will work cooperatively to arrange meetings with PSAPs to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding the 911/E-911 arrangements.</p> <p>7. 911 Compensation **CLEC will compensate Verizon for connections to its 911/E-911 platform and/or system pursuant to the rate schedule included in this attachment.</p> <p>8. 911 Rules and Regulations **CLEC and Verizon will comply with all applicable rules and regulations (including 911 taxes and surcharges as defined by local requirements) pertaining to the</p>	

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		<p>ALI databases cover which states, counties or parts thereof, and identify and communicate a point of contact for each.</p> <p>6.1.1.10 Basic 911 and E911 network and trunking requirements.</p> <p>6.1.1.10.1 Basic 911 and E911 network and trunking requirements are addressed in Attachment IV, Section [1.5] <i>et seq.</i></p> <p>6.1.1.10.2 Subject to mutual agreement, Verizon shall provide MCIIm with written technical specifications for network interfaces, and technical specifications for database loading and maintenance pursuant to NENA Standards. Verizon shall also cooperate with MCIIm on reasonable requests for Rate Center information.</p> <p>6.1.2 Basic 911 and E911 Additional Requirements</p> <p>6.1.2.1 All MCIIm lines that have been ported via LNP shall reach the correct PSAP when 911 is dialed. Verizon shall send both the ported number and the MCIIm number (if both are received from MCIIm) to the PSAP upon an ALI request from the PSAP. The PSAP attendant shall see both numbers where the PSAP is using a standard ALI display screen and the PSAP extracts both numbers from the</p>		<p>provision of 911/E-911 services in [STATE].</p>	

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		<p>data that is sent. The MCIm subscriber's directory number may be shown on the "remarks" line of the ALI record.</p> <p>6.1.2.2 Verizon shall work with the appropriate government agency to provide MCIm the ten-digit POTS number of each PSAP which sub-tends each Verizon selective router/911 tandem to which MCIm is interconnected.</p> <p>6.1.2.3 Verizon shall use reasonable efforts to notify MCIm forty-eight (48) hours in advance of any scheduled testing or maintenance affecting MCIm 911 Service, and provide notification as soon as possible of any unscheduled outage affecting MCIm 911 Service.</p> <p>6.1.2.4 MCIm shall be responsible for reporting all errors, defects and malfunctions to Verizon. Verizon shall provide MCIm with the point of contact for reporting errors, defects, and malfunctions in the service and shall also provide escalation contacts.</p> <p>6.1.2.5 Verizon shall provide reasonable notification of any pending tandem moves, NPA splits, or scheduled maintenance outages affecting MCIm 911 Service.</p> <p>6.1.2.6 Verizon shall establish a process for handling "reverse ALI"</p>			

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		<p>inquiries by public safety entities.</p> <p>6.1.2.7 Verizon shall establish a process for the management of NPA splits by populating the ALI database with the appropriate new NPA codes.</p> <p>6.1.2.8 Verizon shall provide the ability for MCIm to update 911 database with end user information for lines that have been ported via LNP.</p>			
IV-7	<p>Should the Interconnection Agreement include detailed terms to facilitate the prompt, reliable, and efficient Interconnection of MCIm's systems to Verizon VA's 911/E911 platforms, including the establishment of dedicated trunks from MCIm's Central Office to each Verizon VA 911/E911 selective router (i.e., 911 Tandem Office) that serves the areas in which MCIm provides Exchange Service, with the necessary CAMA signaling, ANI delivery and TTY/TDD capability ; availability of diverse means of delivering 911 calls to minimize the likelihood of Central Office isolation due to cable cuts or other equipment failures; the routing of WorldCom's customer 911/E911 calls, including ANIs to the appropriate PSAP; Verizon VA's provision of CLLI codes for each selective router server area, the 10-digit number of each PSAP, associated addresses, and network meet points; provisions for the overflow of 911/E911 traffic to</p>	<p>Attachment IV, Section 1.5 et seq. [Agreed to in principle except bolded text.]</p> <p><b>1.5 911 Trunking Arrangements</b></p> <p>1.5.1 The Parties agree to provide access to 911/E911 in a manner that is transparent to the Parties' customers. The Parties will work together to facilitate the prompt, reliable, and efficient Interconnection of MCIm's systems to Verizon's 911/E911 platforms, with a level of performance that will provide at least the same grade of service as that which Verizon provides to itself, its customers, subsidiaries, Affiliates, or any third party.</p> <p>1.5.2 The Parties shall establish a minimum of two dedicated trunks from MCIm's Central Office to each Verizon 911/E911 selective router (i.e., 911 Tandem Office) that serves the areas in which MCIm provides Exchange Service, for the provision of</p>	<p>The parties have largely resolved their disputes with respect to 911 service.</p> <p>The disagreements have been substantially narrowed. With the exception of the 10-digit PSAP number issue – discussed below -- the parties have discussed each of Verizon's specific objections to WorldCom's language and resolved them. They have discussed and resolved the specific 911 <u>trunking</u> language WorldCom proposed with respect to Issue IV-7. While they have not specifically discussed the language WorldCom proposed with respect to Issue IV-79 related to 911 <u>service</u>, based on the more general discussions to date, this issue is essentially resolved. The Commission should adopt WorldCom's language proposed with respect to 911 service, because it is much more detailed than that proposed by Verizon. In an area of such importance, it is important not to leave any detail unaccounted for. (Sigua Direct, 8/17, at 3).</p>	<p><i>See Issue IV-79 above.</i></p>	<p><i>See Issue IV-79 above.</i></p>

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	<p>the Operator Services platform and the 10 digit overlay/alternate number used by each local PSAP; the provision by Verizon VA of information describing the rate center boundaries served by each selective router; technical specifications for network interface, database loading and maintenance; terms governing the immediate restoration of 911 service and the responsibilities of each party therefor; terms providing for correction of ALI discrepancies, identification of special 911 routing arrangements, and identification of special operator-assisted requirements to support 911?</p> <p><i>See also Issue IV-79 above.</i></p>	<p>911/E911 services and for access to all subtending PSAPs (911 Interconnection Trunk Groups). Verizon shall provide the number of 911/Interconnection Trunk Groups as may be ordered by MCIm.</p> <p>1.5.3 911 Interconnection Trunk Groups must be, at a minimum, DS-0 level trunks configured as a 2-wire analog interface or as part of a digital (1.544 Mbps) interface. <u>The Parties shall use SS7 signalling on all 911/E911 trunks, unless Either configuration must use</u> Centralized Automatic Message Accounting (CAMA) type signaling with MF tones that will deliver Automatic Number Identification (ANI) with the voice portion of the call <u>is specified by MCIm, unless the 911/E911 selective router is SS7 capable, in which case MCIm may require SS7 signaling.</u> All 911 Interconnection Trunk Groups must be capable of transmitting and receiving Baudot code necessary to support the use of Telecommunications Devices for the Deaf (TTY/TDDs).</p> <p>1.5.4 911 Interconnection Trunking Groups must be arranged to minimize the likelihood of Central Office isolation due to cable cuts or other equipment failures. Where there is an alternate means of transmitting a 911/E911 call to a PSAP in the event of failures, Verizon shall make that</p>	<p>The contract terms governing 911 trunking were discussed during the mediation sessions on July 26 and 27. Verizon had several objections to WorldCom's proposal. The parties discussed and reached resolution on all but one of these objections. Immediately pursuant to mediation, therefore, WorldCom sent revised language to Verizon to reflect the agreements which were reached during the mediation. (Sigua Rebuttal, 9/5, at 1).</p> <p>Specifically, Verizon agreed (1) that WorldCom could use CAMA signaling although there is a preference for SS7; (2) to provide CLLI codes by selective router/tandem; and (3) to provide geographic information for the 911 tandems it operates which will be sufficient for WorldCom to associate a given point on a map with a specific 911 tandem. (Sigua Rebuttal, 9/5, at 2).</p> <p>Verizon's position is now unclear. Despite the agreements reached during the mediation, Verizon has not responded to the revised language forwarded by WorldCom on August 1 to memorialize the agreements reached. Moreover, in its Direct Testimony Verizon seems to have reverted to its initial position, taken prior to mediation, that WorldCom must accept Verizon's contract template. (Sigua Rebuttal, 9/5, at 7).</p>		

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		<p>alternate means available to MCI. Verizon shall assign 911 Interconnection Trunk Groups on diverse interoffice facilities where diverse routes are already available or planned. Circuits must have interoffice, loop, and carrier system diversity when this diversity can be achieved using existing facilities. Circuits will be divided as equally as possible across available carrier systems. Verizon shall periodically review the circuit design to ensure that the diverse routing is maintained and rectify any diversity inconsistencies or problems. At MCI's option, diversity will be upgraded to utilize the highest level of diversity available in the network.</p> <p>1.5.5 Verizon shall provide the selective routing of 911/E911 calls received from MCI's Central Office. This includes forwarding MCI's customers' ANIs and the selective routing of the call to the appropriate PSAP. Verizon shall provide MCI with the appropriate CLI codes and specifications <u>on a per selective router/tandem basis</u> regarding the selective router serving area, the 10-digit number of each PSAP, associated addresses, and meet points in the network.</p> <p>1.5.6 Verizon shall provide for overflow 911/E911 traffic to be routed to the Verizon Operator</p>	<p>Given that the parties reached agreement on all issues but one during mediation, and given that the attached language reflects those agreements, the Commission should adopt the attached language. (Sigua Rebuttal, 9/5, at 8).</p> <p>WorldCom has asked for the ten digit "back door" alternate number used for default routing to handle emergency calls in the event of problems with the 911 network. In other words, WorldCom has requested the ten digit number to which 911 calls should be routed in the event that a 911 trunk is down. (Sigua Direct, 8/17, at 4).</p> <p>This is a public safety issue. WorldCom needs these numbers so that it knows where to route 911 calls in the event a 911 trunk fails. Without these ten digit numbers, WorldCom will not know how to route a 911 call in the event of trunk failure. (Sigua Direct, 8/17, at 4).</p> <p>A. Verizon has these numbers in its own system. Getting them directly from Verizon is the most efficient way for WorldCom to obtain them. Although WorldCom may also try to get them directly from the PSAP, it may be difficult to do so. The PSAPs are typically small centers, with few employees. Many of those employees do not know the ten digit number that corresponds to their center. Thus, it</p>		

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		<p>Services platform or, at MCI's discretion, directly to MCI Operator Services platform.</p> <p><b>1.5.6.1 Verizon shall provide the 10-digit overflow/alternate number used by the local PSAP, if available.</b></p> <p>1.5.7 Verizon shall provide MCI with copies of selective routing boundary maps showing the boundaries <del>around the outside of the set of exchange areas or Rate Centers</del> served by a selective router, <u>with sufficient detail for MCI to associate a given geographic location with a specific selective router</u>. Verizon shall also provide detailed written descriptions of, but not limited to, the following information upon MCI's request:</p> <p>1.5.7.1 Geographic boundaries of government entities, PSAPs and exchanges, as necessary.</p> <p>1.5.7.2 Verizon's Rate Centers and exchanges.</p> <p>1.5.7.3 Documentation showing the correlation of Verizon's Rate Centers to its 911/E911 Tandems.</p> <p>1.5.7.4 Technical specifications for network interface, database loading and maintenance.</p> <p>1.5.8 Verizon shall continuously</p>	<p>may be difficult even to reach someone who knows the correct number. Also, even if someone from the PSAP provides the number, obtaining the numbers from Verizon is important – in those cases the Verizon numbers provide a useful check. (Sigua Direct, 8/17, at 4-5; Sigua Rebuttal, 9/5, at 8-9).</p> <p>WorldCom has previously experienced public safety problems. Due to not having access to the ten-digit PSAP number. An incident in Florida occurred earlier this year where WorldCom's 911 trunks were disconnected and WorldCom did not have the 10 digit number available. A period of about twenty minutes elapsed before WorldCom could obtain an emergency number for re-routing of 911 calls. (Sigua Direct, 8/17, at 5-6).</p> <p>Verizon has asserted that if it voluntarily provides the 10-digit number to WorldCom, other CLECs could opt-in to the agreement and force the same responsibility on other Verizon entities. Because Verizon will not voluntarily agree to this, the concern expressed by Verizon is mooted. If the Commission directs Verizon to provide the 10-digit number (as opposed to Verizon agreeing to do so), the concern Verizon expresses is resolved. The obligation to provide the 10-digit number can not be exported to other States under the GTE/Bell Atlantic</p>		

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		<p>monitor equipment and circuits used for 911/E911 traffic. Monitoring of circuits must be done to the individual trunk level. Monitoring must be conducted by Verizon for trunks between the selective router and all associated PSAPs.</p> <p>1.5.9 Verizon shall begin restoration of E911 or E911 trunking facilities immediately upon notification of failure or outage. Verizon must provide priority restoration of 911 Interconnection Trunks and networks outages on the same terms and conditions it provides itself and without the imposition of Telecommunications Service Priority (TSP). MCI<sup>m</sup> will be responsible for the isolation, coordination, and restoration of all 911 network maintenance problems to the MCI<sup>m</sup> demarcation (e.g., collocation). Verizon will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation (e.g., collocation). MCI<sup>m</sup> is responsible for advising Verizon of the circuit identification when notifying Verizon of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911/E911 outage. Verizon will refer network trouble to MCI<sup>m</sup> if no defect is found in Verizon's network. The Parties agree that 911/E911 network problem resolution will be managed in an</p>	<p>merger conditions if Verizon is directed to provide the numbers. (Sigua Rebuttal, 9/5, at 9).</p> <p>Verizon also asserts that some PSAP coordinators do not want Verizon to release the 10-digit number to other carriers. There are several responses. First, if Verizon obtains the 10-digit number but no other carrier is entitled to it, this seems to be discriminatory. Second, public safety is impaired to the extent that only Verizon has the 10-digit number. Third, some PSAPs express this concern because some CLECs will begin providing service in a community without making themselves known to the PSAP. The PSAPs are rightly concerned about this situation where it occurs. Therefore, in order to accommodate this concern WorldCom will agree that it will make itself known to the local PSAP coordinator. This should satisfy the concern which has been expressed. (Sigua Rebuttal, 9/5, at 9-10)</p> <p>Verizon also alludes to liability if it provides the 10-digit overflow/alternate number to WorldCom. There are several responses. First, it should be borne in mind that provision of the 10-digit overflow/alternate number will enhance public safety. Second, Verizon's allusion to liability suggests that it is exposed to potential liability if it provides an overflow/alternate number which allows emergency calls to be</p>		

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		<p>expeditious manner at all times.</p> <p>1.5.10 Verizon shall begin repair service immediately upon report of a malfunction. Repair service includes, but is not limited to, testing and diagnostic service from a remote location and dispatch, or in-person visit(s), of personnel. Where an on-site technician is determined to be required, a technician will be dispatched without delay.</p> <p>1.5.11 Each ALI discrepancy report shall be jointly researched by Verizon and MCI. Corrective action shall be taken promptly by the responsible Party.</p> <p>1.5.12 Subject to mutual agreement, Verizon shall provide MCI with written technical specifications for network interfaces, and technical specifications for database loading and maintenance pursuant to NENA Standards.</p> <p>1.5.13 Verizon shall identify special routing arrangements to complete 911 calls.</p> <p>1.5.14 Verizon shall identify any special operator-assisted calling requirements to support 911.</p>	<p>completed. It seems more likely that a risk of liability might exist if Verizon's actions (such as withholding the overflow/alternate number) prevented the completion of an emergency call. Third, the liability for releasing the number should be far less than the liability which could occur if an emergency call does not go through because Verizon withheld the 10-digit number. Fourth, Verizon's concern regarding liability for disclosing the 10-digit number should be lessened if it provides the number only because it was directed to do so by the Commission, rather than voluntarily. Also, during the mediation, WorldCom indicated that an express limitation of liability provision could be included in the Agreement, if the Commission feels it is necessary. (Sigua Rebuttal, 9/5, at 10)</p>		
IV-82	Should the Interconnection Agreement contain provisions regarding Directory Assistance, Listings Service Requests and	<b>RESOLVED</b>	<b>RESOLVED</b> (WorldCom to join Issue V-11)	<b>RESOLVED</b>	<b>RESOLVED</b> (WorldCom to join Issue V-11)

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	Directory Assistance data?				
VI-3(H)	Subject to Verizon's objection to using the 1997 agreement rather than its model agreement as the starting point or "default" agreement, if WorldCom prevails in its quest to use the 1997 agreement with Verizon as the "default" agreement, should the parties' resulting interconnection agreement include provisions included by WorldCom in its proposed interconnection agreement and acknowledged as disputed, but for which WorldCom failed to raise an issue? –  Notification to Long Distance Carrier	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>
VI-3(I)	Subject to Verizon's objection to using the 1997 agreement rather than its model agreement as the starting point or "default" agreement, if WorldCom prevails in its quest to use the 1997 agreement with Verizon as the "default" agreement, should the parties' resulting interconnection agreement include provisions included by WorldCom in its proposed interconnection agreement and acknowledged as disputed, but for which WorldCom failed to raise an issue? –  Fulfillment Process	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>
VI-3(J)	Subject to Verizon's objection to using the 1997 agreement rather than its model agreement as the starting point or "default" agreement, if	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>

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	WorldCom prevails in its quest to use the 1997 agreement with Verizon as the "default" agreement, should the parties' resulting interconnection agreement include provisions included by WorldCom in its proposed interconnection agreement and acknowledged as disputed, but for which WorldCom failed to raise an issue? –  Specialized Routing				
VI-3(K)	Subject to Verizon's objection to using the 1997 agreement rather than its model agreement as the starting point or "default" agreement, if WorldCom prevails in its quest to use the 1997 agreement with Verizon as the "default" agreement, should the parties' resulting interconnection agreement include provisions included by WorldCom in its proposed interconnection agreement and acknowledged as disputed, but for which WorldCom failed to raise an issue? –  Cooperative Testing	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>

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